

# SOTA Liability Waiver and Membership Application Form

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**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
 ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")  
 BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
 INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT  
 PLEASE READ CAREFULLY!**

Name	Last	First	Middle Initial
Address	Street		Apt.#
	City		Prov.
Birthdate	Year	Mth.	Day
Phone #	Age		M/F
		eMail (optional)	

To: South Okanagan Trail Alliance (SOTA) and their respective directors, officers, employees, agents, guides, instructors, coaches, volunteers, independent contractors, subcontractors, sponsors, successors, assigns, representatives, shareholders, affiliates and subsidiaries (all of whom are hereinafter referred to as "the Releasees").

**DEFINITIONS:**

In this Release Agreement:

(a) the term "Membership" shall include all activities which are organized, conducted or sponsored by the Releasees and shall include, but is not limited to, race style events, trail maintenance work days, trail maintenance scouting days, competitions, demonstrations, public and private gatherings and other such events or activities;

**ASSUMPTION OF RISKS**

I am aware that outdoor recreational trail use, maintenance, management, hiking, biking, trail-running, equestrian-related activities and all derivatives of the aforementioned sports involves inherent risks, dangers and hazards including, but not limited to: changing weather conditions; exposed rock, earth, ice, or other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow, ice or earth on or beneath the surface; changes or variation in the terrain used for the aforementioned sporting activities; changes or variations in the surfaces being traversed including sub-surface materials, including changes due to man-made or artificial surfaces; variable and difficult surface conditions; streams, creeks and exposed holes in the surface, streams and creeks, cliffs, crevasses, impact or collision with natural and man-made structures, fences, spectators, participants, competitors, course officials; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATION IN SPECIAL EVENTS. I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for skiing, snowboarding and Special Events and that many are unmarked. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in the South Okanagan Trail Alliance (SOTA), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES, AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my use of or my presence on the facilities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPECIAL EVENTS REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation with the South Okanagan Trail Alliance;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Release Agreement. **I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signature of Witness _____ Print Witness name clearly _____	Signature of Participant _____ Date _____ Signature of Parent/Guardian if participant is under 19 years of age _____
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SOTA respects your privacy. Any personal information we collect is used *only* to communicate with you in order to complete the transactions that deliver our services to you.

**Annual Membership in SOTA costs \$30.00. Of this, \$13.50 goes directly to SOTA for tools, signage, chainsaw fuel etc. and \$16.50 goes to the Federation of Mountain Clubs of BC to support their work and to purchase liability insurance through their organization ([www.mountainclubs.org](http://www.mountainclubs.org))**

**Mail completed forms to; Andrew Drouin – 601 Braid St., Penticton BC V2A 4Y6**